

November 5, 2021

ADDENDUM NO. 3

PROPOSAL FOR NEW NETWORK SWITCHES (EXTREMESWITCHING 5520-24X) VIA LEASE/LEASE-PURCHASE/CASH PURCHASE AS SPECIFIED FOR THE NETWORK SERVICES DEPARTMENT AT THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA.

Due Thursday, November 11, 2021 2:00PM Solicitation No. 22018

The following clauses/alterations shall be made part of the original specifications as though issued at the same time and shall be incorporated integrally therewith.

Item No. 1 – Response to vendor questions.

Vendor question:	Department response:
Question 1: Please let me know what type of training you require so that we can quote accordingly.	If training is provided to University personnel at no cost, “NO CHARGE” should be put in the <i>Total</i> field and describe that training in the comments.
Question 2: Do you require installation and configuration?	Installation and configuration are not required.
Question 3: Do you want any other services?	No.
Question 4: Is there any on-site service you are expected?	No on-site services are required.
Question 5: Would the manufacturer of the equipment be considered 3 rd party financing?	<p>Not in all circumstances. The University can commit to an agreement with a supplier/Bidder. The Bidder can assign its rights to the manufacturer, but cannot assign responsibility to the manufacturer.</p> <p>Here are some of the restrictions that will be part of the agreement:</p> <p><i>Lessor may (1) assign all or a portion of lessor’s right, title and interest in this and/or any schedule, but <u>not the lessor’s obligations</u>; (2) grant a security interest in the right, title and interest of lessor in the Master Lease Agreement schedule and/or any equipment; and/or (3) sell or transfer its title and interest as owner of the equipment and/or as lessor under any schedule; and lessee understands and agrees that lessors assigns may each do the same.</i></p> <p>Final terms/legalese will be negotiated after the bid award.</p>
Question 6: Are there any instances where 3 rd party financing can be considered?	See above response.



Purchasing Office

P.O. Box 40197 • Lafayette, LA 70504-0197

Office: (337) 482-5396

Fax: (337) 482-5059

Question 7: Does a non-appropriation agreement suffice for cancellation provisions or are you looking for something more than that? Please explain.	Please see the Cancellation/Termination clause on page 4 and Notification of Fund Appropriation on page 6 of the bid specifications.
Question 8: Please confirm if you are leasing the product that the lease contract is the overall binding document.	The terms and conditions provided on the Purchase Order along with the lease contract will be the binding documents. Once a Purchase Order is issued, it will be incumbent upon the awarded vendor to review to ensure all is consistent. Both parties must agree to and identify which document prevails where inconsistencies exist.

For questions related to bidding these projects, please contact the UL Lafayette Purchasing Department at roxanne.formeller@louisiana.edu or 337.482.2955. Business hours are: Mon-Thu 7:30am – 5:00pm CST (lunch 11:45-12:30); Fri 7:30am -12:30pm.

ACKNOWLEDGEMENT: If you have already submitted your bid, and this Addendum creates a need to revise your bid, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be submitted/delivered PRIOR to bid due date and time, by email. Bid revisions received after bid due date and time cannot be considered, whereupon the bidder must either honor or withdraw its original bid. If you have already submitted your bid and this addendum does not cause you to revise your bid, acknowledge receipt of this addendum by signing below and returning it to the Purchasing Department prior to bid due date.

Marie C. Frank, MPA, CPPB
Assistant Vice President for Administration & Finance
University of Louisiana at Lafayette
Department of Purchasing

Firm Name: _____ **Signature:** _____